

White County Board Meeting
November 8, 2005
7:00 P.M.

Chairman Wooten reconvened the September 13, 2005 meeting at 7:00 p.m. on November 8, 2005 in the Courtroom of the White County Courthouse in the City of Carmi.

Clerk Dozier called the roll with Nelson, Ray, Mitchell, Trout and Wooten all present.

Chairman Wooten explained that there can be no action taken on the budgets and tax levies at this time because White County has not received the amounts for liability insurance, inland marine, building and contents and workman's compensation. Chairman Wooten stated that the insurance has been bid and that Insurance Audit and Inspection will examine those bids and prepare a recommendation for the County during the week of November 22, 2005. Chairman Wooten asked the Board to recess this meeting until the insurance committee and budget committee can meet on those recommendations and incorporate the figures into the budget and tax levies. Mrs. Mitchell made a motion to recess this meeting until Monday, November 28th at 7:00 p.m. in the Courtroom. Motion seconded by Nelson. Motion passed 5-0 on roll call vote.

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A special meeting of the White County Board begun and holden this 8th day of November 2005 in the Courtroom of the White County Courthouse in the City of Carmi.

Clerk Dozier called the roll with Nelson, Ray, Mitchell, Trout and Wooten all present.

Chairman Wooten asked the Board if they had received copies of the minutes of the previous meeting and were there any additions, changes or deletions. Mr. Trout made a motion to waive the reading of the minutes of the previous meeting and approve the minutes of the previous meeting as proposed in writing. Mrs. Mitchell seconded the motion. Motion carried 5-0 on roll call vote.

Chairman Wooten asked if there was a motion to approve payment of all current bills. Mr. Nelson made a motion to pay all current bills, seconded by Ray. Motion passed 5-0 on roll call vote.

Chairman Wooten stated that he had attended a meeting on Monday evening sponsored by the White County Farm Bureau and the speakers were Brenda Matherly a representative of Farm Bureau, Mark Becker Supervisor of Assessments of Hamilton County and Paula Dozier White County Clerk. The meeting was held to explain the assessment changes on farmland in the State of Illinois. Chairman Wooten stated that White County could lose a total of 4 or 5 million dollars in assessment which would calculate into around \$70,000.00 of revenue for the County.

Chairman Wooten stated that the next 9-1-1 meeting would be held on Monday, November 14, 2005 at 7:00 p.m. in the Courtroom

Mr. Roger Heckler, Director of the White County Ambulance Service stated that he had submitted a written report to the Board and the Ambulance Committee.

Mr. Doug Maier, White County Sheriff gave his report. Sheriff Maier stated the revenue for the City/County Jail was \$83,747.00 with yearly revenue of \$792,959.62. Sheriff Maier stated that the current jail population was 73. He stated that he had a City/County Jail Committee meeting on what it would cost to house out of county prisoners and also looked at the Illinois Department of Corrections Inspection report.

Mr. Ray asked Mr. Heckler, Director of the Ambulance if he had heard anything from the State or medical control about the first responder program for White County and if it has been approved. Mr. Heckler stated that there was not word on the program. Mr. Ray stated that on all of the newscast about the hurricanes and tornado in Evansville the first responder program are receiving a

lot of praise. Mr. Ray stated that the first responder program in White County would be a great asset and could save many lives and he is anxious for this program to be approved and up and running.

Chairman Wooten asked if there were any visitors that would like to address the Board. Mrs. Kim Wheeler asked the Board why she was being laid off from her position while the Board was allowing the ambulance service continue to be in the red by \$9,000.00 per month. Mr. Wooten stated that the budget was not finalized at this point and therefore layoffs were not set in stone and he could not address layoffs at this time.

Chairman Wooten stated that the next item on the agenda was to consider an intergovernmental agreement between White County and the White County Emergency Telephone System Board. Following is the intergovernmental agreement for consideration of the Board.

**INTERGOVERNMENTAL AGREEMENT BETWEEN WHITE COUNTY
AND
THE WHITE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**

This Intergovernmental Agreement is entered into between White County, the service provider, and the White County Emergency Telephone System Board (hereinafter referred to as the WCETSB), a governmental agency requesting services of White County, namely emergency call taking and dispatching.

1. PARTICIPATION

- 1.1 Commencement Date: White County participation, under the terms expressed in this agreement commences upon signed agreement by all parties involved. That participation will include assistance to the WCETSB in the planning and implementation of a call taking/dispatch operation suitable for service as the White County Enhanced 9-1-1 System's Public Safety Answering Point (PSAP).
- 1.2 Term: White County participation shall continue until such time as either the WCETSB or White County withdraws from the terms of the agreement negotiated between the participants.
- 1.3 Withdrawal: Either the WCETSB or White County may elect, at will, to withdraw from further participation. The withdrawal shall be effective one (1) year after the postmark on the Notice of Termination sent by registered or certified mail to the non-withdrawing participant. Disposition of equipment utilized in the consolidation of services shall be as outlined in this agreement.
- 1.4 System Expansion: Both parties agree that the inclusion of additional parties creating an expanded or regional 9-1-1 center shall be mutually agreed upon. Fees and charges for White County services shall be determined by White County. Enhanced 9-1-1-equipment access and charges shall be determined by WCETSB.

2. EQUIPMENT

- 2.1 As the residents of White County, by referendum, have agreed to fund the Enhanced 9-1-1 services to be provided, the WCETSB agrees to pay all cost associated with telephone number and record databases, recording equipment, radio console equipment, computer equipment and software, console furniture, and other ancillary items of equipment currently under the control of White County which are required to meet or maintain the level of standards required for PSAP operation within the State of Illinois.
 - 2.1.1 All equipment currently owned and operated by White County shall remain the property of White County.
 - 2.1.2 PSAP equipment purchased by WCETSB to be used solely in support of the PSAP operations shall remain the property of the WCETSB. An itemized list shall be provided by WCETSB to White County within 120 days after the first day of operation of the PSAP.
 - 2.1.3 The WCETSB shall be financially responsible for the maintenance of equipment owned

by the WCETSB. White County will be financially responsible for maintenance of equipment owned by White County.

3. SERVICES PROVIDED

3.1 Services Provided by WCETSB

- 3.1.1 The WCETSB is responsible for securing and maintaining all equipment, lines, databases, etc., necessary for the operation of the PSAP system, as prescribed by the Illinois Commerce Commission.
- 3.1.2 The WCETSB will add one (1) call taking/dispatch position to the present White County facility. Console equipment will meet specifications as agreed upon by White County and WCETSB.
- 3.1.3 The WCETSB is responsible for all administrative tasks associated with PSAP development and operations, including, but not limited to, ICC authorization, processing of intergovernmental (call-handling and aid outside jurisdictional boundary) agreements, MSAG database formulation, maintenance of all databases, reports, etc., as required by the Illinois Commerce Commission, telephone companies and other authorities.
- 3.1.4 The WCETSB will ensure and pay for any specialized training required for PSAP operations. Training will be provided to all White County communications personnel involved in the operation of the PSAP. Certifications acquired through such training provided by WCETSB shall be monitored by WCETSB. EMD certifications shall be under the direct control of the WCETSB appointed program medical director.
- 3.1.5 Grievances, misunderstandings or disagreements which may arise concerning PSAP operations within the facility, or arbitration of the terms of this agreement shall be made with the White County Sheriff or his/her designee and representatives of the WCETSB or their designee.

3.2 Services Provided by White County

- 3.2.1 White County will: 1) provide the WCETSB access to the City/County Dispatch facility for two (2) call taking/dispatch positions/consoles; 2) provide adequate office and equipment space, depending upon availability; and 3) allow the WCETSB to suggest modifications to the telephone, radio, recording and other systems or equipment as required to support the PSAP operation, with the technical advice and consent of appropriate White County personnel.
- 3.2.2 White County agrees to provide access to the emergency electrical generator for the required PSAP equipment, within the limits of existing generator capacity.
- 3.2.3 White County agrees to upgrade City/County Dispatch facilities as deemed appropriate and necessary for the operation of the PSAP system, as prescribed by the Illinois Commerce Commission.
- 3.2.4 Additional personnel established by the modification of the current White County operations to meet the need of 9-1-1 call handling, will be hired / integrated as White County personnel and funded by the WCETSB as outlined in this agreement.
- 3.2.5 White County will have the responsibility to provide direct supervision of PSAP call taking/dispatch personnel and to provide any training that is required by White County

regarding departmental requirements, policy, retraining or certifications necessary for communications operation.

- 3.2.6 White County shall maintain the right to manage White County communications system in its entirety; including, but not limited to, operations, facilities and personnel.

4. MEETINGS

4.1 WCETSB Meetings

- 4.1.1 The WCETSB shall be allowed to conduct regular meetings within the White County facility upon reasonable notice (48 hours) and concurrence of the White County Sheriff.
- 4.1.2 White County and the WCETSB shall make available appropriate personnel to meet and discuss/resolve PSAP issues on a regular and continuing basis, preferably on a monthly basis.
- 4.1.3 Nothing in this section shall serve to limit the authority of the 911 Coordinator and/or the White County Sheriff or his/her designee from taking immediate action to resolve and/or address PSAP issues.

5. COMPENSATION

- 5.1 During the term of this agreement, the WCETSB agrees to compensate White County an amount comparable to the personnel services, retirement, FICA Medicare contributions, travel and cost for overtime for PSAP services provided.
- 5.2 White County estimates these expenditures to be \$68,000.00 for the first year of this agreement. This amount may be adjusted each year thereafter to account for cost of living, longevity and other increases necessitated by union contract or other mandates.
- 5.3 Payments may be made payable to White County on a monthly basis for the life of the contract. Actual expenditures shall be calculated at the end of each fiscal year and any balance overpayment shall be rolled over and applied to the next fiscal year balance due.
- 5.4 White County employees funded by WCETSB will be compensated at their applicable rate of compensation as outlined in the collective bargaining contract. When travel is required, the rates established by the County of White will prevail.
- 5.5 In the event of cancellation of this agreement prior to the expiration of the agreement, payment shall be made only for services rendered.

6. INTERRUPTION OF SERVICES

Responsibilities: White County and WCETSB recognize the services agreed to under the terms of this agreement are dependent upon White County's ability to receive process and send information via certain telephone/radio systems. If there should be any interruption or suspension of telephone/radio communications to, from or within the City/County Dispatch facility servicing this agreement, White County shall assume no responsibility or liability for damage(s) or claim(s) resulting from any interruption or suspension period.

White County shall notify the WCETSB of any "unanticipated" interruptions or suspension of telephone/radio services as soon as possible in a manner deemed appropriate by White County at the time. White County shall attempt to provide WCETSB a minimum of 24 hour notice (or as soon as possible if the notice received by White County is less than 24 hours) of any "scheduled" interruption or suspension of telephone/radio service.

7. CIVIL LIABILITY

Provisions: Under the provisions of the Emergency Telephone System Act (50 ILCS 750/0.01 et seq.) White County, its officers, agents or employees shall not be liable for any civil damages as a result of any act or omission, except willful or wanton misconduct, in connection with the development, adopting, operating, providing emergency instructions, or implementing this agreement. This reliance is based upon WCETSB assurances that this service agreement is part of a plan or system required by said Act and that the statutory civil liability protection of said Act includes the County, its officers, agents and employees.

8. PUBLIC DISPUTE RESOLUTION

Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to both White County and the WCETSB for review and resolution.

9. A PUBLIC CONTRACT

State and Federal Requirements: Both White County and the WCETSB agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. White County and the WCETSB agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory or administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

10. AGREEMENT

The parties hereto have caused this INTERGOVERNMENTAL AGREEMENT to be executed on this day and year as set forth below.

WHITE COUNTY EMERGENCY

WHITE COUNTY

TELEPHONE SYSTEM BOARD

Ronnie J. Wooten
Chairman

Ronnie J. Wooten
Chairman

Date: November 8, 2005

Date

Mr. Ray made a motion to enter into the intergovernmental agreement seconded by Trout. Motion carried 5-0 on roll call vote.

Ms. Julie Irwin, Coordinator of the 9-1-1 Telephone System stated that the 9-1-1 transition would take place on December 6, 2005.

Chairman Wooten stated that the next item was to consider an intergovernmental agreement between White County, (City-County Jail) and the City of Grayville (Police Department) for backup communications for the 9-1-1 System. Following is the intergovernmental agreement for backup communications.

INTERGOVERNMENTAL AGREEMENT
FOR BACKUP COMMUNICATION SERVICES

This Intergovernmental Agreement is effective the 8th day of November, 2005 by and between the County of White (City/County Jail Dispatch Center/911 PSAP), a Unit of Intergovernmental Cooperation, and the City of Grayville (Grayville Police Department Dispatch Center/911 PSAP), a Unit of Intergovernmental Cooperation.

WHEREAS, the White County Emergency Telephone System Board (hereinafter referred to as WCETSB) has been created under the terms of the Illinois Emergency Telephone System Act, 50 ILCS 750/1 et. seq. by the County of White; and

WHEREAS, the County of White has entered into agreement with the WCETSB to provide dispatching services by way of Intergovernmental Agreement dated 8th day of November, 2005 ; and act as the primary public safety answering point (PSAP) for ESN's as stated within the modified ICC Docket # 98-0634; and

WHEREAS, the City of Grayville has entered into agreement with the WCETSB to provide dispatching services by way of Intergovernmental Agreement dated 8th day of November, 2005 ; and act as the primary public safety answering point (PSAP) for ESN's as stated within the modified ICC Docket # 98-0634; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 authorizes units of local government to join together to exercise the powers granted to those individual units of local government; and

WHEREAS, the County of White Dispatch Center and the City of Grayville Dispatch Center both operate public safety answering points within the terms of the Illinois Emergency Telephone System Act, 50 ILCS 750/1 et seq; and

WHEREAS, both the County of White Dispatch Center and the City of Grayville Dispatch Center receive 9-1-1 and other emergency calls and dispatch police, fire and emergency medical units to their perspective service areas; and

WHEREAS, both the County of White Dispatch Center and the City of Grayville Dispatch Center desire to provide for backup 9-1-1 and dispatch services in the event of the loss of communication capabilities, dispatch building failure or unsafe environmental conditions within the dispatch center which affect human life of either the County of White or the City of Grayville.

NOW, THEREFORE, be it agreed as follows:

1. The County of White Dispatch Center shall serve as the backup communications center for the City of Grayville Dispatch Center should the City of Grayville Dispatch Center lose its ability or be physically unable to receive 9-1-1 calls or other emergency telephone calls or dispatch police, fire or emergency medical service units.
2. The City of Grayville Dispatch Center shall serve as the backup communications center for the County of White Dispatch Center should the County of White Dispatch Center lose its ability or be physically unable to receive 9-1-1 calls or other emergency telephone calls or dispatch police, fire or emergency medical service units.
3. As agreed upon in the aforementioned Intergovernmental Agreements made between the parties of the County of White and the WCETSB AND the City of Grayville and the WCETSB, each party entering into this agreement shall be responsible for the installation and maintenance of its own equipment as outlined within said agreements, with respect to operation as a backup dispatch center to receive the non-functioning center's 9-1-1 calls, other emergency telephone calls, and/or to provide emergency public safety dispatch services.
4. No party to this Agreement will pay or be charged for any service as the backup dispatch center as long as the outage is for a period of less than six (6) hours. Outages over six (6) hours in duration will require the transfer of sufficient dispatch personnel from the non-functioning center to the backup center. Additionally, outages in excess of 24 hours will result in not only transfer of sufficient dispatch personnel, as outlined above, but also the payment of all costs incurred by the backup center as a result of the outage.
5. Because the implementation of the backup center implies an emergency situation the parties to this Agreement shall establish standardized and cooperative policies and procedures relative to the operation of the backup center that may differ significantly from normal dispatch operations.

6. Each party to this Agreement agrees to indemnify, hold harmless and defend the other party and its members, agents and employees from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses or demands, including without limitation, reasonable attorney's fees and litigation costs incurred as the result of actions taken in fulfillment of this Agreement.
7. Both parties to this Agreement do not waive any of the statutory immunities afforded to them in their function as a backup center.
8. The initial term of this Agreement shall be for a period of five (5) years. Thereafter, the Agreement will renew annually.
9. Either party to this Agreement may cancel the Agreement by providing for one year prior notice, unless agreed to in writing by all parties involved and the Illinois Commerce Commission (ICC) has approved the changes.
10. All notices relative to this Agreement shall be provided by first class U.S. mail to the following persons:

Chairman
White County Board
301 E. Main Street
Carmi, Illinois 62821
(618) 382-8911 x 203

Mayor
City of Grayville
122 S. Court Street
Grayville, Illinois
(618) 375-3671

Chairman
WCETSB
314 E. Cherry Street
Carmi, Illinois 62821
(618) 382-8911 x 241

11. All parties to this Agreement will maintain all necessary insurance during the term of this Agreement.
12. Any amendments or modifications to this Agreement shall be in writing and mutually agreed upon by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the properly authorized officials as of the date written below.

Ron Wooten
County of White

Chairman, White County Board
Title

Date: November 8, 2005

Paula Dozier
Attest

SEAL:

Scott Merkle
City of Grayville

Mayor Pro Tem
Title

Date : October 24, 2005

Linda Keepes
Attest

SEAL:

Ron Wooten
WCETSB

Chairman
Title

Date

Julie Irwin
Attest

SEAL:

Mr. Trout made a motion to enter into the agreement seconded by Nelson. Motion carried 5-0 on roll call vote.

Mr. Jack Bosaw, County Engineer presented an engineering agreement for a township Bridge in Burnt Prairie Township known as Section 05-01113-00-BR for consideration of the Board. Mr. Bosaw explained this bridge was located on south of the Skillet Fork on Seven-Mile Creek located near Route 14. Mr. Bosaw stated that this project would cost approximately \$200,000.00. Mrs. Mitchell made a motion to approve the engineering agreement seconded by Trout. Motion passed 5-0 on roll call vote.

Mr. Jack Bosaw presented another engineering agreement for a township Bridge in Carmi Township known as Section 05-02122-00-BR for consideration of the Board. Mr. Bosaw stated that the Township Bridge was located approximately 100 feet from the highway around the State Police Post. Mr. Bosaw stated that this bridge would cost around \$100,000.00. Mrs. Mitchell made a motion to approve the engineering agreement seconded by Nelson. Motion carried 5-0 on roll call vote.

Ms. Paula Dozier, White County Clerk, explained that she had received a letter from the Illinois Department of Corrections stating that the City/County Jail had been inspected. Clerk Dozier stated that it was her responsibility to inform the citizens of White County of that inspection and that the report will be on file in her office for them to examine. Mr. Mike Ray stated that all items in the jail inspection report has been addressed and corrected with the exception of 2 items. Mr. Ray stated that the 2 items that has not been addressed are the reduction of population and the increase in staff.

Chairman Wooten stated that he would like to amend the agenda to move item 12 to item 11.

Chairman Wooten stated that the next item on the agenda was to consider opting out of the agreement with the Southern Illinois Drug Task Force. Mr. Wooten stated that the first agreement was signed July 1991 and the last one on file is 1994. Mr. Wooten stated that this decision has nothing to do with Mr. Hanisch's job performance. Mr. Hanisch has done an excellent job but it's all budget issues. Mr. Wooten stated that in an agreement with the FOP any layoffs from law enforcement must first be addressed by White County opting out of the Drug Task Force. Mr. Wooten explained that this move would allow the county to save around \$50,000.00 a years. Mr. Wooten stated that the budget committee has been taken this very seriously and at the last budget meeting they were taking \$50.00 off of \$300.00 line items to be able to balance the budget. Mr. Wooten stated that in two years we would also have an additional loss of revenue in the amount of \$70,000.00 because of the farmland reassessment. Mr. Nelson made a motion to drop out of the Southern Illinois Drug Task Force, seconded by Ray. Motion carried 4-1 on roll call vote with Mitchell voting no.

Chairman Wooten asked for an Executive Session to discuss personnel in the Sheriff's, County Clerk's, State's Attorney's, Treasurer's and Circuit Clerk's Offices also possible litigation at the landfill. Mr. Ray made that motion. Motion seconded by Nelson. Motion carried 5-0 on roll call vote.

Mrs. Mitchell made a motion to come out of Executive Session, seconded by Ray. Motion carried 5-0 on roll call vote.

Mrs. Chris Hanisch addressed the Board over her husband 's job and the Board's decision to drop out of the Drug Task Force. Mrs. Hanisch stated that she was disappointed in the Board and they way they handled the money. She stated that the Departments that are losing the money should be looked at rather than Departments that are doing their job and are financially responsible. She stated that she was afraid of the message that the Board had just sent the public by dropping out of the Task Force.

Chairman Wooten reminded the Board of the recessed meeting for November 28, 2005 at 7:00 p.m. and also announced that the December Board meeting would be held on Tuesday, December 13, 2005 at 7:00 p.m. in the Courtroom.

Mrs. Mitchell made a motion to adjourn, seconded by Trout. Motion passed 5-0 on roll call vote.